

**Request for Proposals for the Review, Revision,
Development and Revalidation of the Subject-Specific
Pedagogy Task of the California Teaching
Performance Assessment, and Related Services**



**Proposal Deadline:
June 14, 2007**

**Commission on Teacher Credentialing
State of California
May 14, 2007**

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Part 1

Important Information for Prospective Bidders

A. Purpose of this Request for Proposals (RFP)

Pursuant to SB 1209 (Chap. 517, Stats. 2006), the Commission on Teacher Credentialing (herein after referred to as the Commission) is implementing an assessment of the performance of teacher candidates relative to California's adopted *Teaching Performance Expectations (TPEs)*. The Commission's model is known as the "California Teaching Performance Assessment" (hereinafter referred to as the CA TPA), and consists of four tasks that, when taken as a whole, measure in multiple instances twelve of the thirteen TPEs. The four tasks, along with their applicable scoring rubrics, were originally developed and validated under a contract with Educational Testing Service (ETS) during 2001-2003.

The purpose of this RFP is to secure a contractor to work with an expert panel of California educators identified by the Commission to:

- a) Review, develop and revise as needed the activities and the scoring rubric of the Subject-Specific Pedagogy task of the CA TPA in order that the task be fully applicable to both multiple subject candidates and all of the single subject content areas for single subject candidates;
- b) develop, field test and revalidate the revised Subject-Specific Pedagogy task and scoring rubric of the CA TPA; and
- c) develop a prototype system for local teacher preparation programs to use for recording, reporting, and storing candidate scores and other feedback.

As originally developed under the prior contract with ETS, the Subject-Specific Pedagogy task applied only to multiple subject (i.e., elementary) teacher candidates and to four core single subject area teacher candidates (English, Mathematics, History-Social Science, and Science). The task format was intended at the time to provide a "shell" to guide the further development and refinement of this task to be applicable to all credential candidates in all subject areas and grade levels. In the intervening years since the original development of this task, new state frameworks and student academic content standards in the various single subject areas have been developed, and the Commission has developed new subject matter standards in these content areas as well. There is general agreement in the community of programs that have been using the CA TPA on a pilot basis since 2003 that the Subject-Specific Pedagogy task needs to be reconsidered and redeveloped with respect to both the multiple subject scenarios contained within the current version of the task and the needed single subject scenarios that have yet to be developed for all of the single subject content areas.

B. Organization of the RFP

- Part 1 of this RFP provides background information for prospective bidders, including key action dates, contractual information, corporate capability requirements, technical requirements, and background information on the California Teacher Performance Assessment.
- Part 2 of this RFP provides information about the scope of work for which the contractor will be responsible.
- Part 3 of this RFP provides the selection criteria by which proposals will be reviewed.
- Part 4 of this RFP discusses the proposal review process, the contract award process, and the contract that the Commission expects to enter into as a result of this RFP.

C. Key Action Dates

Event	Date
RFP available to prospective bidders	May 14, 2007
Submission of written questions	May 22, 2007, 5:00 p.m.
Final date for proposal submission	June 14, 2007, 5:00 p.m.
Notice of intent to award	June 20, 2007
Proposed award date	June 27, 2007*

All times are Pacific Time.

* Both the Commission and the California Department of General Services must approve the award of the contract.

D. Communications

No contact regarding this RFP will be allowed between bidders and members of the evaluation team, Commissioners, or staff after issuance of the final RFP with the exception of Commission staff referenced in this RFP. Any such contact may disqualify a bidder from further consideration.

E. Notice of Intent to Bid

Organizations with an interest in this RFP are encouraged to fax (preferred) or mail, as soon as possible, a Notice of Intent to Bid (Appendix A) to the Commission as indicated on the Notice. The purpose of this notice is solely to inform the Commission of the identity of those who may wish to participate in the competitive bidding process, so that any correspondence related to the bidding process (e.g., answers to questions described below) can be appropriately distributed. Submission of a Notice of Intent to Bid is not a promise or obligation to submit a proposal, nor does lack of a Notice of Intent to Bid disqualify a bidder from submitting a proposal.

F. Written Questions about the RFP

The Commission will accept written questions about this RFP. Written questions must be accompanied by the submitter's name, organization, address, telephone number, and (if possible) fax number and email address. Written questions should be clear and should indicate the page

number in the RFP where there is information related to the question. Written questions should be submitted via mail, fax, or email no later than **5:00 p.m.** Pacific Time on the submission of written questions date noted in Key Action Dates, Section C of Part I. Submit the written questions to:

California Commission on Teacher Credentialing
Professional Services Division
1900 Capitol Avenue
Sacramento, California 95814-4213
ATTN: Phyllis Jacobson
Fax: (916) 327-3165
Email: pjacobson@ctc.ca.gov
Phone: (916) 323-6090 (Only non-substantive questions by phone)

Questions received after 5:00 p.m. Pacific Time on the submission of written questions date noted in Key Action Dates, Section C of Part I, will not be answered. Commission staff will distribute the questions and their responses to all who have submitted a Notice of Intent to Bid as soon as possible after answers to questions have been drafted. To ensure that all prospective bidders have equal access to information, no substantive questions related to the RFP or the contract will be answered by telephone.

G. Contractual Information

G. 1 Length of the Contract

The Commission expects to enter into a contract that will end by September 30, 2007. Any extension and any changes to the conditions within the contract would require joint agreement by the Commission on Teacher Credentialing and the contractor, and approval by the California Department of General Services.

G. 2 Scope of the Contract

The contractor will be responsible for the following activities:

- (a) Working with a panel of California educators identified by the Commission to review, develop and revise as needed the activities and the scoring rubric of the Subject-Specific Pedagogy task of the CA TPA in order that the task be fully applicable to both multiple subject candidates and all of the single subject content areas for single subject candidates;
- (b) Develop, field test and revalidate the revised Subject-Specific Pedagogy task and scoring rubric of the CA TPA; and
- (c) Develop a prototype system for local teacher preparation programs to use for recording, reporting, and storing candidate scores and other feedback.

G. 3 Ownership of Materials

All materials, including examination specifications, examination questions, scoring scales and procedures, and manuals that are developed under the terms of the contract resulting from this RFP, and all data collected pursuant to that contract, will be owned by the Commission. All materials owned by the Commission at the beginning of this contract will remain the property of the Commission.

G .4 Other Contract Provisions

Other contract terms and conditions that will appear in the contract are provided in Appendix B.

G. 5 Insurances

Contractor must acquire and maintain the following insurances, which must remain in force throughout the term of the contract and any extensions. Certificates of insurance for each required policy must be provided to the Commission within thirty (30) calendar days after execution of the contract. The insurance must be issued by companies rated A-minus or better by the AM Best Company, or meet the approval of the Commission. Each policy must contain a provision whereby it cannot be canceled except by giving thirty (30) days written notice to insured and certificate holders. If Contractor's carrier cancels any policy, the Contractor must immediately obtain a replacement policy prior to expiration of the thirty (30) day notice period. Failure to provide and maintain any insurance or security may result in the termination of the contract.

- a. Workers' Compensation: Contractor must maintain Workers' Compensation insurance for all of its employees who will be engaged in the performance of the contract pursuant to the requirements of California Labor Code section 3700.
- b. Commercial General Liability or Public Liability Insurance: Contractor must maintain commercial General Liability insurance with limits of at least one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) for any one occurrence for death or bodily injury, and one million dollars (\$1,000,000) for any one occurrence for property damage. The policy must also include coverage for liabilities arising out of premises, operations, independent Contractors, products, advertising injury, and with a two million dollar (\$2,000,000) aggregate, personal and liability assumed under an insured contract. The policy must identify the Commission contract number and include the Commission as loss payee, insofar as the operations under the contract are concerned. The Commission, Commission members, and Commission employees must be added as additional named insured.

H. Brief Description of the CA TPA

The CA TPA is a performance assessment that evaluates each teacher candidate's knowledge, skill and abilities relative to California's adopted *Teaching Performance Expectations* (TPEs) as these apply to beginning teachers. Pursuant to SB 1209, by July 1, 2008 all approved California teacher preparation programs, including district intern programs, must implement a teaching performance assessment of each multiple and single subject credential candidate. The CA TPA is locally administered by approved teacher preparation programs. The Commission provides training for program-level assessors and for Lead Assessors identified by the program sponsor, and also provides technical assistance to program sponsors about the CA TPA model.

Each CA TPA task is designed to measure several of the TPEs. Although the four tasks increase in complexity, they do not necessarily increase in difficulty. Assessors are trained to evaluate each candidate's performance on a given CA TPA task according to the rubric that applies to that task.

The scoring rubric for each task is based on a four-point scale, with one the lowest and four the highest score point.

Below is the description of each of the four tasks and the applicable TPEs as originally developed for the CA TPA.

The ***Subject-Specific Pedagogy*** task asks the candidates to use information provided within the prompt about particular students to identify appropriate subject-specific instruction and assessment plans, and to adapt this information for these students. This task is done based on written scenarios provided to the candidate that describe fictional students in hypothetical classrooms. (Bidders should note that it is expected that this task will continue to use the format of scenarios in lieu of requiring candidates to work with actual K-12 students to accomplish the activities within this task.)

The following TPEs are measured in the *Subject-Specific Pedagogy* task:

- Specific pedagogical skills for subject matter instruction (TPE 1)
- Interpretation and use of assessments (TPE 3)
- Making content accessible (TPE 4)
- Developmentally appropriate teaching practices (TPE 6)
- Instructional Planning (TPE 9)

- The ***Designing Instruction*** task requires the candidate to make appropriate connections between what the teacher knows about the students in the class and his/her instructional planning for those students. This written task contains a five-step set of prompts that focuses the candidate on first identifying and then applying the connections between the students' characteristics and learning needs and the teacher's instructional planning and adaptations for those specific students. This task is done based on actual K-12 students in classrooms in which the student teacher is present as part of fieldwork and/or student teaching experiences.

The following TPEs are measured in the *Designing Instruction* task:

- Specific pedagogical skills for subject matter instruction (TPE 1)
- Engaging and supporting students in learning (TPE 4, 6, 7)
- Planning instruction and designing learning experiences for students (TPE 8, 9)
- Developing as a professional educator (TPE 13)

- The ***Assessing Learning*** task requires candidates to demonstrate their ability to design standards-based, appropriate student assessment activities in the context of a small group of students using a specific standards-based lesson of the candidate's choice. In addition, candidates demonstrate their ability to conduct assessment activities appropriately to assess student learning and to diagnose student instructional needs based on the results of the assessment(s). This task is done based on actual K-12 students in classrooms in which the student teacher is present as part of fieldwork and/or student teaching experiences.

The following TPEs are measured in the *Assessing Learning* task:

- Assessing student learning (TPE 3)
- Engaging and supporting students in learning (TPE 6, 7)
- Planning instruction and designing learning experiences for students (TPE 8, 9)
- Developing as a professional educator (TPE 13)

- ***The Culminating Teaching Experience*** task is the culminating activity of the set of three TPA tasks. In this task the candidate designs a standards-based lesson for a class of students and teaches that lesson to actual K-12 students within the classroom setting, while making appropriate use of class time and instructional resources, meeting the differing needs of individual students within the class, managing instruction and interactions with and between students, and assessing student learning. Following the lesson, the candidate demonstrates the ability to analyze the strengths and weaknesses of the lesson. To ensure equity to all candidates in the scoring of the *Culminating Teaching* task, a videotape of the lesson is collected and reviewed as evidence during the scoring process.

All TPEs except for TPE 12 (Professional, Legal and Ethical Obligations) are measured in the *Culminating Teaching Experience* task:

- Specific pedagogical skills for subject matter instruction (TPE 1)
- Assessing student learning (TPE 2, 3)
- Engaging and supporting students in learning (TPE 4, 5, 6, 7)
- Planning instruction and designing learning experiences for students (TPE 8, 9)
- Creating and maintaining effective environments for student learning (TPE 10, 11)
- Developing as a professional educator (TPE 13)

Further information regarding the CA TPA and the tasks can be found online at: <http://www.ctc.ca.gov/educator-prep/TPA.html>.

I. Responding to this RFP

I.1 Introduction

This RFP is for the review, revision and development of the Subject-Specific Pedagogy task of the CA TPA, for the subsequent revalidation of the revised task within the CA TPA system, and for the development of a prototype system useable by local teacher preparation programs for recording, reporting, and storing candidate scores and other feedback.

I.2 Proposal Organization and Contents

A proposal must be organized as described below. A proposal that is not organized as required will be deemed non-responsive and will not be evaluated. A proposal should have all of the content specified below. Missing content will result in a lower score. The required information should be provided in a concise manner, without superfluous elaboration or redundancy. Sufficient detail should be included, however, to indicate (a) that the bidder understands the issues associated with the services and products to be provided and (b) how the bidder plans to accomplish each project task and activity.

The winning proposal will serve as the basis for and will be incorporated by reference into the contract, so it is important that the responses to the criteria be clear, accurate, complete, and concise.

Proposal text should be in a font size of not less than 12-pitch, with not less than a one-inch margin on all pages, in order to facilitate the proposal review process. All pages will be consecutively numbered.

a. Cover Page, Table of Contents

Begin with a Cover Page that identifies the bidder and indicates that the proposal is in response to this RFP. Include a statement, with an authorized signature, on the cover page that certifies both of the following:

1. that the proposal is an authorized request for a contract with the California Commission on Teacher Credentialing for the Development of the Subject-Specific Task of the CA TPA and Related Services; and
2. that the bidder is currently eligible to do business in California.¹

Identify on the cover page a contact person(s) at the organization that is sponsoring the proposal, one or more telephone numbers, an email address, and a fax number where the individual(s) can be contacted during the proposal review period.

Follow the cover page with a Table of Contents that clearly outlines the sections, subsections, and topics of the proposal, and indicates by page number the locations of all sections, subsections, and topics.

Next, provide an Introduction of *no more than three pages* that briefly demonstrates your understanding of the central issues associated with the tasks to be performed.

b. Proposal Narrative

The narrative of the bidder's proposal should provide a detailed description of how the bidder would accomplish the entirety of the scope of work described in Part 2 of this RFP. The scope of work specified in Part 2 represents the minimum required of the contractor. The Commission encourages bidders to include low or no cost enhancements, improvements, or innovations to the scope of work. Note, however, that the overall cost proposal for the work is an important criterion for evaluating proposals.

The responses to the areas specified in Part 2 of this RFP, including all required sections, subsections, and topics, must be organized by and must address each of the sections, subsections, and topics. A listing of the main sections is provided below.

- I. Scope of Work
- II. Management and Staffing Plan
- III. Cost Detail

Within the discussion, the bidder should specifically indicate that the bidder will perform the work, provide the deliverables, and meet the timelines as described in Part 2 of this RFP. In addition, for each section, subsection, and topic under the subsection, the bidder should describe how the bidder will accomplish the required work with high quality and

¹ "Doing business" is defined in R&TC §23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

in a timely manner. If subcontractors are to be used, all tasks or activities that will be carried out by each proposed subcontractor must be specified.

Please include a statement in the response to this RFP that the bidder understands that, if warranted, the Commission may seek extensions of this contract, and, at this time, the bidder sees no reason that would preclude the bidder from supporting the extensions if the bidder is awarded this contract.

I.3 Submission of Proposals

Ten numbered (i.e., 1 of 10, 2 of 10, etc.) copies of the proposal and a CD-ROM containing the text of the proposal must be delivered to the California Commission on Teacher Credentialing. These materials must be delivered by 5:00 p.m. Pacific Time on the date noted in Key Action Dates, Section C of Part I, at the address shown above in Section F of Part I. The CD-ROM may be used for the potential development of an agenda item recommending award of the contract and/or development of the contract.

I.4 Notification Regarding the Disposition of Proposals

Proposals submitted in response to this RFP will not be returned to the submitters. In accordance with the California Public Records Act and subject to any exemptions contained therein, all proposals and all evaluation and scoring sheets will be available for public inspection and disclosure at the conclusion of the scoring process.

J. Preference Programs and Technical Requirements

J. 1 Preference Programs

The State of California encourages participation in state contracting by various segments of the business community. One or more of these programs may be involved in a specific contracting opportunity. Contractors can view the applicable websites to see if they may be eligible for the preference programs. To receive preference, the bidder must complete the appropriate form(s) and certify to perform the contract work as specified. The form(s) must be included in the proposal.

- a. Small Business Preference: www.pd.dgs.ca.gov/smbus
- b. Target Area Contract Preference (TACPA), Standard Form 830:
www.documents.dgs.ca.gov/osp/pdf/std830.pdf
- c. Local Agency Military Base Recovery Area (LAMBRA) Act, Standard Form 832:
www.documents.dgs.ca.gov/osp/pdf/std832.pdf
- d. Enterprise Zone Act (EZA), Standard Form 831:
www.documents.dgs.ca.gov/osp/pdf/std831.pdf

J.2 Technical Requirements

All bidders must provide the following technical information. A bidder not complying with this requirement will be deemed nonresponsive, the bidder's proposal will not be evaluated, and the bidder will not be eligible for the contract award. A listing of this information is also provided on the Proposal Evaluation Criteria in Part 3. The required technical information is as follows:

- a. Identification of the legal corporate status of the bidder. Also specify any parent company or subsidiaries.

- b. The name, address, telephone numbers, email address, and fax number of individual(s) authorized to discuss the terms of the contract.
- c. Disabled Veteran Business Enterprise (DVBE) Participation Goals (See Appendix C).
- d. A completed Nondiscrimination Compliance Statement (STD 19) (See Appendix B, Section B).

Additionally, the winning bidder will need to submit the following:

- a. A completed Payee Data Record Form (STD 204) (See Appendix B, Section C)
- b. A completed Contractor Certification Clauses (CCC 307) (See Appendix B, Section B)

<p style="text-align: center;">Part 2</p> <p style="text-align: center;">CA TPA Subject-Specific Pedagogy Task Review, Revision, Redevelopment and Revalidation, and Related Services</p>

SECTION I: SCOPE OF WORK

The contractor will be responsible for the following activities:

Task I: Work with a panel of California educators identified by the to review, develop and revise as needed the activities and scoring rubric of the Subject-Specific Pedagogy task of the CA TPA in order that the task be fully applicable to both multiple subject candidates and all of the single subject content areas for single subject candidates. The single subject content areas are: Art, Agriculture, Business, English, Home Economics, Health Science, History-Social Science, Industrial and Technology Education, Languages Other than English (including American Sign Language), Mathematics, Music, Physical Education, and Science.

Task II: Field test and revalidate the revised Subject-Specific Pedagogy task and scoring rubric of the CA TPA.

Task III: Develop a prototype system for local teacher preparation programs to use for recording, reporting, and storing candidate scores and other feedback. This system should be electronically based as much as possible. The types of information to be collected and stored include, for example, candidate identification information, task information (e.g., task name and date of completion), scores assigned to each task, and feedback provided about each response. The candidate reports should be useful for candidates who need to remediate and retake a task. The candidate reports should also provide information that can contribute to the development of an individual induction plan for use by the beginning teacher within a Professional Teacher Induction Program while still maintaining candidate privacy.

SECTION II: MANAGEMENT AND STAFFING PLAN

The contractor must:

1. Present a plan for managing and staffing all project work that includes work to be performed by the bidder as well as work that would be performed by each subcontractor, if any. The management and staffing plan is to include:
 - a. a list of the key project personnel by name and position and their areas of responsibility;
 - b. the percent of full-time equivalency for each key project person;
 - c. verification of the qualifications of each project staff person via résumés (to be included as an appendix) **and** brief narratives linking expertise and prior experience to corresponding project tasks;
 - d. an organization chart for the project showing the relationships and lines of authority among the bidder and proposed subcontractors, if any, and among project management and staff;
 - e. identification of the locations at which key project personnel would work; and
 - f. the criteria for replacing or reassigning any staff and how and when the Commission would be notified about any change in staff.
2. Describe for the project director and other personnel responsible for key components of the project the extent (minimum requirement of two years) and appropriateness of recent experience in a comparable capacity with a testing program similar in nature and scope to the present testing program.

SECTION III: COST DETAIL

Bidders must provide a total proposed cost for the project. This total cost must be supported by a detailed analysis of the costs of each task as those defined in Part Two, Section 1: Scope of Work. For each task include the following information:

- personnel costs showing individual or position rates per unit of time;
- fringe benefits costs citing actual benefits or a percentage of personnel costs;
- operating expenses including rent and supplies;
- equipment costs specifying equipment, if any, to be bought (Title to any equipment purchased with state funds will vest in the State. On termination of the contract, the State may request that such equipment be returned to the State, with costs incurred by the contractor for such return being reimbursed by the State);
- travel expenses and per diem rates;
- overhead and/or indirect costs;
- other costs, if applicable (itemized); and
- the total cost for the task.

All unit rates must be extended and totaled. If overhead and/or indirect costs are included, justify these costs and indicate what they pay for and to which direct costs they are applied. If a separate contractor fee is proposed beyond the costs described above, justify the fee and indicate to which costs the fee is applied.

CTC will pay travel expenses for volunteers attending panel meetings as well as costs for CTC employees.

Part 3

Proposal Evaluation Criteria

Proposal Sponsor: _____

Evaluation Criteria Part I: Compliance with Proposal Eligibility Requirements

The Professional Services Division of the Commission will determine whether or not each of the following criteria is met by checking "yes" or "no" in the appropriate space. Proposals lacking one or more of the following requirements will be deemed ineligible and will not be evaluated further.

Yes _____ No _____ Proposal was received at or before 5:00 p.m. Pacific Time on **June 14, 2007**, at the offices of the California Commission on Teacher Credentialing.

Yes _____ No _____ Ten numbered copies and a CD-ROM of the proposal were received.

The proposal has the following required elements as described in Part 1 of the RFP:

Yes _____ No _____ The Cover Page of the proposal clearly identifies the bidder, and one or more signatures indicate that the proposal is an authorized request for a contract with the Commission.

Yes _____ No _____ Table of Contents

Yes _____ No _____ Introduction

Yes _____ No _____ Responses to criteria in Part 2: Scope of Work

Yes _____ No _____ Responses to criteria in Part 2: Management and Staffing Plan

Yes _____ No _____ Responses to criteria in Part 2: Cost Detail

Yes _____ No _____ Responses to the required Technical Information

- a. Identification of the legal corporate status of the bidder. Also specify any parent company or subsidiaries.
- b. The name, address, telephone numbers, email address, and fax number of individual(s) authorized to discuss the terms of the contract.
- c. Disabled Veteran Business Enterprise (DVBE) Participation Goals (See Appendix C).
- d. A completed Nondiscrimination Compliance Statement (STD 19) (See Appendix B, Section B).

Evaluation Criteria Part II: Compliance with Proposal Program Requirements

	Criterion	Max. Score
(I)	<p>A. <u>Review, revision and development plan.</u> The proposal includes an appropriate, feasible, and psychometrically sound plan to work with the Commission-appointed advisory panel of California educators to review, revise, and develop the Subject-Specific Pedagogy task of the CA TPA to be applicable for multiple subject candidates and all single subject candidates in California teacher preparation programs.</p> <p>B. <u>Revalidation plan for the Subject-Specific Pedagogy Task and Scoring Scale of the CA TPA.</u> The proposal includes an appropriate, feasible, and psychometrically sound plan to revalidate the revised Subject-Specific Pedagogy task and its associated scoring rubric.</p> <p>C. <u>Development of a prototype system for reporting, scoring and storing candidate scores and other feedback.</u> The proposal includes a feasible plan for developing and pilot testing a prototype system for reporting, scoring and storing candidate scores, and also for developing and pilot testing the use of the system's candidate reports for providing feedback to candidates and informing the candidates' individual induction plans.</p>	<p>40</p> <p>40</p> <p>20</p>
(III)	<p><u>Management and Staffing Plan.</u> The proposal includes a sound, feasible plan to organize managers and staff members (including subcontractors, if proposed) to deliver the required products and services efficiently and with high quality. Key duties would be assigned to individuals with essential expertise, experience, and time to complete their responsibilities.</p> <ul style="list-style-type: none"> • Sound, feasible organizational plan 10 • Qualifications and experience of key staff 10 	20
(IV)	<u>Cost Detail.</u> The costs proposed by the bidder are reasonable in relation to the products and services to be provided.	100
(V)	<u>Overall Presentation.</u> The proposal is clearly written, concise, and well-organized. Ideas are presented logically and all requested information is presented skillfully.	5
	Maximum Possible Score	225

Part 4

The Proposal Review Process and Selection of a Contractor

Each proposal will be evaluated to determine its responsiveness to the needs of the Commission as described in this RFP. The Commission reserves the right to reject any or all proposals. The Commission is not required to award a contract if, in the judgment of the Commission, no acceptable proposals have been submitted. Proposals received after 5:00 p.m. Pacific Time on the final date for proposal submission noted in Key Action Dates, Section C of Part I, will be rejected and will not be evaluated.

A. The Proposal Review Process

The Commission will use the secondary or point-count method for evaluating proposals and awarding a contract as described in Public Contract Code Section 10344(c) and the *State Contracting Manual*. After 5:00 p.m. Pacific Time on the final date for proposal submission, all proposals that have been submitted by the deadline will be evaluated as follows:

1. Commission staff will determine the compliance of each proposal with the Part I technical requirements as listed in the Proposal Evaluation Criteria provided above in Part 3 of this RFP. Proposals that do not comply with all of these criteria will be eliminated from further consideration.
2. Each remaining proposal will be independently reviewed and rated by members of a Proposal Review Team on the basis of Part II of the Proposal Evaluation Criteria, as listed above in Part 3 of this RFP. The Proposal Review Team will be Commission staff members. Following an orientation and training session that will focus on the RFP requirements and Part II of the Proposal Evaluation Criteria, each Proposal Review Team member will independently read the proposals and provide initial scores for each criterion. Team members will then meet to discuss the strengths and weaknesses of each proposal and either develop written questions for bidders or, if the team has no questions for bidders, assign final scores. This meeting is expected to take place within a week after the final date for proposal submission. If the team has questions, the questions will be faxed to the bidder as soon as possible with an indication of when the written responses will be due (typically 24 hours later). Following this discussion of the proposals, and, if applicable, receipt and discussion of the bidders' answers to questions, mean criterion scores for each proposal will be computed across team members. For each proposal, the mean criterion scores will then be summed to yield a total score.
3. All bidders will be notified of the proposal evaluation results. Commission staff will forward to the Commission's Executive Director the results of the proposal review process and staff's recommendation regarding award of a contract. The Executive Director will review the results. Then the results will be presented to the Commission for their review and award of the contract.

B. Announcement of Staff Recommendation and Protest Procedures

An announcement of the Commission staff's recommendation as a result of the proposal review process will be posted at the address below for at least five working days before the Commission's decision of whether or not to award a contract. The announcement of the recommendation will also be placed on the Commission's Examination Development website.

Commission on Teacher Credentialing
1900 Capitol Avenue
Sacramento, California 95814-4213

If, prior to the award of the contract, any bidder files a protest against the award of the contract with the California Department of General Services (DGS), and in accordance with the State Contracting Manual Section 6, the contract will not be awarded until either the protest has been withdrawn or DGS has made a decision regarding the protest. Protestants are to submit a detailed, written statement of protest including the title of the RFP, the name of the state agency involved, and the agency contact person to the following:

Department of General Services
Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor
West Sacramento, California 95605
FAX: (916) 376-5088

Commission on Teacher Credentialing
Fiscal and Business Services
1900 Capitol Avenue
Sacramento, California 95814
Attention: Crista Hill
FAX: (916) 323-5095

Protests may be sent by regular mail, fax, courier, or personal delivery. Protestants should include their fax numbers if they have one. Acceptable grounds for protest are that the Commission failed to follow the procedures specified in this RFP or the Public Contract Code.

Appendix A

Notice of Intent to Bid

Request for Proposals for the Review, Revision, Redevelopment and Revalidation of the Subject-Specific Pedagogy Task of the CA TPA, and Related Services

Name of Bidder: _____

Contact Person: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____

Fax Number: _____

Email Address: _____

Please send by fax if possible.

Return to: Commission on Teacher Credentialing
Professional Services Division
1900 Capitol Avenue
Sacramento, CA 95814-4213
ATTN: Phyllis Jacobson
FAX: (916) 327-3165

Those who plan to submit a proposal in response to this Request for Proposals are encouraged to submit this notice as soon as possible. The purpose of this notice is solely to inform the Commission of the identity of those who plan to participate in the competitive bidding process, so that any correspondence related to the bidding process (e.g., answers to questions described in Part 1 of the Request for Proposals) can be appropriately distributed. Submission of this Notice of Intent to Bid is not a promise to submit a proposal, nor does lack of a Notice of Intent to Bid disqualify a bidder from submitting a proposal.

Appendix B

Contract Terms and Conditions

All terms and conditions found on the General Terms and Conditions (GTC 307) and the Contractor Certification Clauses (CCC 307) in the versions effective as of the date of this Request for Proposals will be incorporated by reference into the contract, with the exceptions noted below. Additional terms and conditions that will be incorporated into the contract are also listed below. GTC 307 and form CCC 307 may be located at the Internet site: www.dgs.ca.gov/contracts.

Upon award of the agreement, the contractor must sign and submit a form CCC 307 to the Commission.

A. Additions to GTC 307

The following additions to GTC 307 will be incorporated into the contract.

- A1. The following is added to the *Amendment* (GTC 307, #2):

The Executive Director of the Commission on Teacher Credentialing will be authorized to approve amendments to this contract on behalf of the Commission for services that do not exceed a total dollar amount of \$100,000.

- A2. The following is added to the *Audit* (GTC 307, #4):

Records that relate to termination or litigation of the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract, to which exceptions have been taken by the Commission or any of its duly authorized representatives will be retained until such litigation, claims, or exceptions have been disposed of.

- A3. The following underlined text is added to the *Indemnification* (GTC 307, #5):

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement, provided, however, that this indemnification will not be interpreted to create or otherwise give rise to any contractor obligations of any kind whatsoever in connection with any claims, administrative

proceedings, and/or lawsuits challenging the legality of the State's use of the product, process, and/or services provided by the contractor in accord with the contractor's recommendations under agreement with the State other than contractor's good-faith provision of legal and technical assistance to the State in the defense of any such claims, administrative proceedings, and/or lawsuits, which assistance contractor agrees to provide to the State free of charge. In addition to providing such legal and technical assistance to the State, contractor unconditionally warrants that all work done by contractor under the provisions of the contract meets or exceeds national professional standards for psychometric quality, including any and all technical aspects associated with such work.

A4. The following is added to the *Disputes* (GTC 307, #6):

If the Contractor disputes any action by the Program Coordinator arising under or out of the performance of this contract, the Contractor will notify the Program Coordinator of the dispute in writing and request a claims decision. The Program Coordinator will issue a decision within 30 calendar days of receipt of the Contractor's notice. If the Contractor disagrees with the Program Coordinator's claims decision, the Contractor will submit a formal claim to the Commission's Executive Director. The decision of the Commission's Executive Director will be final and conclusive on the claim. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision will be in writing following an opportunity for the Contractor to present oral and documentary evidence and arguments in support of the claim.

A5. The following is added to the *Independent Contractor* (GTC 307, #8):

The Contractor will pay when due all required employment taxes and income tax withholding, will provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and will be solely responsible for the acts of the Contractor, its employees, and agents.

A6. The following is added to the *Unenforceable Provision* (GTC 307, #17):

The waiver of any breach of a term hereof will not be construed as a waiver of any other term or provision or the same term or provision at a subsequent time.

B. Additions to Form CCC 307

The following underlined additions to form CCC 307 will be incorporated into the contract.

- B1. The following underlined sentence is added to subsection 2 of *Former State Employees*, which is found in number 1: *Conflict of Interest*, under section *Doing Business with the State of California* (CCC 307):

Subsection 2: For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service. This does not apply to contracts with former employees as an expert witness, or continuation of attorney services the former employee was involved with prior to leaving state service.

- B2. The following underlined clause is added to number 3: *Americans with Disabilities Act*, under section *Doing Business with the State of California* (CCC 307):

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable federal and state laws and regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

- B3. The following underlined clause is added to number 8: *Payee Data Record Form STD 204*, under section *Doing Business with the State of California* (CCC 307):

This form must be completed by all contractors that are not another state agency or other governmental entity. Upon award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204) to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Section 18646. This form can be found on the Internet at www.osp.dgs.ca.gov under the link Standard Forms, on the left side of the screen. No payment will be made unless a completed STD 204 has been returned to the awarding agency.

C Additional Terms and Conditions

The following are additional terms and conditions that will be incorporated into the contract.

C1. Contractor Evaluation

The Contractor hereby acknowledges that Contractor's performance under this Contract will be evaluated pursuant to Sections 10367 and 10369 of the California Public Contract Code.

C2. Confidentiality of Records

The Contractor will maintain the confidentiality of any records, information, or files of the Commission to which the Contractor may have access in connection with this Agreement and which are subject to any State or federal confidentiality laws. All laws and regulations pertaining to the confidentiality of the records or information will apply to the Contractor to the same extent as they apply to the Commission. The Contractor will notify its employees that they are subject to the confidentiality requirements set forth herein and will provide each employee with a written explanation of the confidentiality requirements before the employee is allowed access to confidential records, information, or files.

C3. Delays

A. Excusable Delays

1. The Contractor will apply due diligence and reasonable efforts to complete each task required pursuant to this Contract on the specified dates, or in a timely manner for those tasks without specific due dates. The Contractor will not be in default by reason of any failure to make adequate progress or to perform this Contract in a timely manner if such failure arises out of unforeseen causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commission in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
2. If the failure of the Contractor to make adequate progress or to perform this Contract in a timely manner is caused by the failure of a subcontractor or supplier to perform or make progress, and if such failure arises out of causes beyond the control of both the Contractor, subcontractor, and supplier, and without the fault or negligence of any of them, the Contractor will not be deemed to be in default, unless the supplies or services to be furnished were obtainable from other sources in such time as to permit performance in accordance with the Contract.
3. Upon request of the Contractor, the Program Coordinator will reasonably determine whether and the extent that any failure to perform was due to excusable causes of delay, and if so, the delivery schedule will be revised according to the effect of the delay upon timely completion of the Contract.

B. Notice to the Commission of Delays

Whenever the Contractor knows of any actual or potential cause of delay, including, but not limited to labor disputes, the Contractor will immediately give written notice thereof to the Program Coordinator and within ten (10) calendar days furnish all relevant information with respect thereto to the Program Coordinator.

C4. Legal Authority to Enter Contract

A. The Commission warrants that its execution of this Contract is in full compliance with its obligations under applicable California statutes governing Contract bidding by state agencies. To the extent applicable, funding of this Agreement is contingent upon appropriation and availability of funds in each fiscal year.

B. The Contractor assures and guarantees that it possesses the legal authority to enter into this Contract. The person or persons signing and executing this Contract on behalf of the Contractor do hereby warrant and guarantee that they have full authorization to execute this Contract.

C5. Project Management

A. Management Control

The Contractor will work under the direct management control of a Commission staff member designated as the Program Coordinator. The Program Coordinator will represent the Commission in all matters affecting this project and the Contract, and the Program Coordinator's positions, representations, or approvals will be deemed the positions, representations, or approvals of the Commission, unless and until the Contractor is informed otherwise in writing. If the individual assigned to be Program Coordinator changes, Commission staff will notify the Contractor of the change immediately. All materials (e.g., plans, products, reports) identified in the Contract to be produced by the Contractor will be reviewed and approved by the Program Coordinator. The Program Coordinator will have a minimum of ten (10) working days to review drafts of such materials unless the Program Coordinator gives permission for fewer days. Following review and approval by the Program Coordinator, the materials will be submitted to the Program Coordinator by the Contractor in finished form, in a style as defined by the Program Coordinator, incorporating the changes made by the Program Coordinator, and in a quantity specified by the Program Coordinator, not to exceed ten (10), unless otherwise noted in this Contract.

B. Contractor Personnel

Prior to removing any of the individuals considered essential by the Commission from this project, or reducing their time commitment to the project by more than thirty-three (33) percent of the time agreed upon, the

Contractor will notify the Program Coordinator of the proposed removal or reduction. No such removal or reduction will occur without the prior written approval of the Program Coordinator. Upon request of the Program Coordinator, the Contractor will submit justification for the change and indicate who will replace an individual being removed from the project and/or how the reduction of an individual's time commitment to the project will be compensated for. The Contractor will describe the qualifications and experience of the individual(s) proposed to replace or make up for a reduced time commitment by any of the persons identified. This information will be provided in sufficient detail to permit evaluation of the impact of the change on the project.

C6. Sole Agreement

This Contract is the sole agreement between the parties respecting the subject matter hereof. This Contract is intended as the complete integration of all understandings between the parties at this time. In the event of any conflict, inconsistency, variance, or incongruity between the provisions of this Contract and any other documents or understandings, the provisions of this Contract will in all respects supersede, govern, and control.

C7. Subcontracts

- A. The Contractor will notify the Program Coordinator reasonably in advance of entering into any subcontract that (a) is cost-reimbursement type, time and materials, or labor-hour, or (b) is fixed-price type and exceeds \$10,000.
- B. In the case of a proposed subcontract that (a) is cost-reimbursement type, time and materials, or labor-hour, and would involve an estimated amount in excess of \$10,000, including any fee, or (b) is fixed-type and exceeds \$10,000, or (c) is one of a number of subcontracts under this Contract with a single subcontractor for the same or related supplies or services that in the aggregate are expected to exceed \$20,000, the advance notification required by the immediately preceding paragraph above will include:
 - 1. a description of the supplies or services to be called for by the subcontract;
 - 2. identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained;
 - 3. the proposed subcontract price, together with the Contractor's cost or price analysis thereof; and
 - 4. identification of the type of subcontract to be used.
- C. The Contractor will obtain the written consent of the Program Coordinator prior to placing any subcontract for which advance notification is required under paragraph A above. No payment will be made for any subcontract in

which performance commenced prior to the Contractor's receipt of written approval by the Program Coordinator. No subcontract providing for payment of a fee or profit will be approved if made with a division, subsidiary, or entity controlled or owned by the Contractor.

- D. The Contractor will give the Program Coordinator immediate notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this Contract with respect to which the Contractor may be entitled to reimbursement from the Commission.
- E. With the exception of subcontracts for the routine printing of materials, the Contractor will select subcontractors (including suppliers) on a competitive bid basis to the maximum extent practicable, consistent with the objectives and requirements of the Contract.

C8. Termination

- A. The Commission may terminate this Contract in whole or in part for good cause (as hereafter defined) upon ninety (90) calendar days' written notice to the Contractor. As used herein, "good cause" will mean a material breach of this Contract by the Contractor, which breach is not cured or corrected within thirty (30) calendar days after receipt of notice thereof from the Commission. Any termination by the Commission will be effected by delivery from the Commission to the Contractor of a Notice of Termination specifying the reason for the termination, the part(s) of this Contract that are being terminated, and the effective date of the termination.
- B. After receipt by the Contractor of a Notice of Termination, the Contractor will:
 - 1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
 - 2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - 4. Assign to the Commission, in the manner and to the extent directed by the Program Coordinator, all of the right, title, and interest of the Contractor's under the orders or subcontracts;
 - 5. Deliver in the manner, at the time(s), to the location(s), and to the extent specified by the Program Coordinator all materials developed, whether draft or final, and all information collected for the purposes of accomplishing the contracted scope of work, that is in the possession of the Contractor, its employees, its agents, or its subcontractors;

6. Complete performance of such part of the work as will not have been terminated by the Notice of Termination;
 7. Take such action as may be necessary, or as the Commission may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor, its employees, its agents, or its subcontractors, and in which the Commission has or may acquire an interest; and
 8. Submit to the Program Coordinator a termination claim in the form and with the certification prescribed by the Program Coordinator. Such claim will be submitted promptly but in no event later than ninety (90) calendar days from the effective date of termination, unless one or more extensions in writing are granted by the Commission upon request of the Contractor made in writing and with appropriate documentation within such 90-day period or authorized extension thereof.
- C. Subject to the provisions of paragraph (8) above, the Contractor and the Commission may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount by the Commission subject to all necessary approvals of the applicable state control agencies.
- D. In the event of the failure of the Contractor and the Commission to agree in whole or in part, as provided in paragraph C above, as to the amounts to be paid to the Contractor in connection with the termination of work pursuant to this clause, the Commission will determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination.

C9. Waiver of Rights

No failure to assert any rights or remedies available to the Commission or the Contractor under this Contract will be considered a waiver of such right or remedy unless such waiver is contained in writing signed by the party alleged to have waived its right or remedy.

C10. Incorporated in Contract

Both (1) the Request for Proposals for the Review, Revision, Development and Revalidation of the Subject-Specific Pedagogy task of the CA TPA dated May 4, 2007 and (2) the winning bid will be incorporated by reference into the contract.

B. Nondiscrimination Compliance Statement

All Bidders must submit a completed Nondiscrimination Compliance Statement (STD 19) form, which can be located through www.osp.dgs.ca.gov/StandardForms/Default.htm.

C. Payee Data Record

The winning bidder must complete and submit to the awarding agency the Payee Data Record (STD 204), for tax purposes pursuant to California Revenue and taxation Code Section 18646. Per Appendix B, B.3, this form is submitted upon award of the agreement. The form can be found on the Internet at www.documents.dgs.ca.gov/osp/pdf/std204.pdf

D. Contractor Certification Clauses

The winning bidder must complete and submit to the awarding agency the completed Contractor Certification Clauses (CCC 307) form. The form can be found on the Internet at www.documents.dgs.ca.gov/ols/ccc-307.doc.

Appendix C

Required Attachments

A. Disabled Veteran Business Enterprise (DVBE) Participation Goals

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at the Internet Website: www.pd.dgs.ca.gov/dvbe. Select the “DVE Resource Packet” under “Related Links.”

The DVBE package and the required submittal forms can be found at the Internet website www.pd.dgs.ca.gov. Select Disabled Veteran Enterprise Participation.

If you fail to (a) meet or exceed the DVBE participation goal or (b) make a good faith effort to meet the goal, you will be deemed non-responsive, your proposal will not be evaluated, and you will not be eligible for the contract award. The DVBE participation goal is 3%. If you do not meet the DVBE participation goal, then the required **Good Faith Effort** documentation would need to include verification of each of the following four steps. *Final determination of goal attainment or good faith effort will be at the Commission’s sole discretion.*

The required documentation for each of the Good Faith Effort steps is as follows. Clearly label your documentation by step number.

- Step 1: Advertise in at least one (1) trade paper and at least one (1) focus paper. In lieu of this, you may advertise in one (1) approved dual purpose publication. The advertisement must be at least 14 days prior to the bid due date. It must contain your company name; a contact name, your address and telephone, the State’s solicitation number, a description of the requested subcontracted goods and/or services, the subcontracted work location(s), the State’s bid due date, and your due date for responding the advertisement(s). Provide a copy of each advertisement. Also provide a list of all responses that you receive, including the business’ name, address, contact person, telephone number, and services offered, as well as noting the date and method of contact.
- Step 2: Provide a list of other state and federal agencies and local DVBE organization you contacted to identify DVBEs, the person at each organization with whom contact was made, the telephone number of each organization, and the time(s), date(s), and manner(s) in which contact was made with each organization. Summarize the results of each contact.
- Step 3: For each DVBE from which you solicit a bid, indicate the name, address, contact person, and telephone number of the business; the date the solicitation was made; the solicitation method(s) (e.g., by mail, by phone); and the type(s) of services materials, labor, supplies, or equipment for which you solicit a bid. Attain copies of written solicitation used. If solicitations were made via telephone, summarize the content of the solicitation.
- Step 4: Provide a list of DVBEs who submitted bids, and indicate for each who reviewed the bid and when. For each DVBE that was not selected to participate in this contract, provide the business rationale for the decision.